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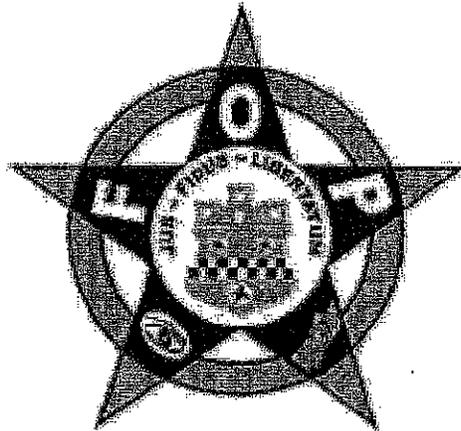
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE

OHIO LABOR COUNCIL, INC

AND



THE MAHONING COUNTY SHERIFF

REPRESENTING THE
TELECOMMUNICATORS
COMMUNICATION TECHNICIANS
911 OPERATORS

EFFECTIVE: June 30, 2015
EXPIRES: June 29, 2016

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ARTICLE 1
PURPOSE

Section 1.1 This Agreement made between the Mahoning County Sheriff referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "Union", for the purpose of fully setting forth all agreements reached on the subject of negotiations, as required by Section 4117.09(A) of the Ohio Revised Code. This Agreement shall comply with all other applicable State and Federal Laws. This Agreement is subject to the approval of the legislative body, the Mahoning County Board of Commissioners.

ARTICLE 2
RECOGNITION

Section 2.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the State Employment Relations Act, for all employees employed by the Mahoning County Sheriff assigned to the classifications identified in SERB Unit determination (parties to amend certification).

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Neither the Employer, its agents, agencies, or official nor the Labor Council or its agents or officers will discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, disability, military/veteran's status, genetic information, political affiliation or for the purpose of evading the spirit of the Agreement. The Employer and the Labor Council agree not to interfere with the desire of any person to become or remain a member of the Fraternal Order of Police and/or Labor Council.

ARTICLE 4
CONFORMITY TO LAW

Section 4.1 Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal law, all other provisions of the Agreement shall remain in full force and effect.

Section 4.2 Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification or the invalidated provision or provisions.

Section 4.3 This Agreement may not be amended during its terms except by mutual agreement, any negotiated changes to be effective and incorporated into this Agreement, must be in writing and signed by the parties. Any negotiated changes involving financial considerations must be approved by the appropriate legislative authority.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights belong to and are inherent to the Employer, the Employer retains the right to:

1. hire, discharge, transfer, suspend and discipline employees for just cause;
2. determine the number of persons required to be employed, laid off, or discharged for just cause;
3. determine the qualifications of employees covered by this Agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by the Agreement;
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment, or both;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities;
12. establish, expand, transfer and/or consolidate work processes and facilities;
13. consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; and,
14. terminate or eliminate all or any part of its work or facilities.

Section 5.2 In addition, the Union agrees that all of the functions, rights powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 6
PAYROLL DEDUCTION AND FAIR SHARE FEE

Section 6.1 The Employer agrees to deduct Union dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the Union. It is agreed by the Employer that either within two (2) weeks or the next payday, whichever is later, after said card is submitted for deduction of payroll dues, that deduction for new members will be made.

Section 6.2 All members of the bargaining unit shall either become dues paying members of the F.O.P./O.L.C., or as a condition of continued employment, remit to the Labor Council a fair share fee in an amount certified by the FOP/OLC to the Employer, in accordance with the provisions of Ohio Revised Code Section 4117.09(C). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council.

All dues and fair share fees collected shall be paid over by the Employer once each month to the F.O.P./O.L.C. at 222 E. Town Street, Columbus, Ohio 43215-4611.

Section 6.3 The Labor Council shall indemnify the Employer and hold it harmless against all claims, suits, and other forms of liability that may arise out of or by reason of any good faith action with regard to dues deduction.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 7.2 For purposes of this procedure, the below listed terms are defined as follows:

Grievance: A *grievance* shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.

Aggrieved Party: The *aggrieved party* shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

Party in Interest: A *party in interest* shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

Day: A *day* as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

Section 7.3 The following procedures shall apply to the administration of all grievances filed under this procedure.

1. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union.
3. If a grievance affects a group of employees working in different locations, with different principals or associated with an employer-wide controversy, it may be submitted at Step 3. Such Class Action Grievance may be filed by the Staff Representative. Such Class Action filings shall include all of the employees affected by the grievance.
4. The preparation of grievances shall be conducted during non-working hours.
5. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
6. The Union shall have the right to be present at any step of this procedure, even though such presence is not requested by the employee.
7. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.
8. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
9. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 7.4 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will hold an informal meeting with the

employee, and his Associate if the employee so requests, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's Associate if the employee so requests, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2

If the dispute is not resolved at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's Division Commander within five (5) days of the informal meeting or notification of the Division Commander decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Division Commander fails to give the employee an answer.

Step 3

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Sheriff within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Sheriff shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Union, if he so requests. The Sheriff shall issue a written decision to the Union and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 8 **ARBITRATION PROCEDURE**

Section 8.1 ARBITRATION

SELECTION OF AN ARBITRATOR. The parties shall, within five (5) working days following the above certification, select an Arbitrator by mutual agreement, or in the absence of such mutual agreement, the parties shall request a list of three (3) qualified Arbitrators from the Federal Mediation and Conciliation Service and shall meet to select a single Arbitrator by striking from such list, in rotation, one at a time until one Arbitrator remains. The order of rotation shall be determined by the winner of a flip of a coin.

HEARING TIME. The Arbitrator shall schedule a hearing within thirty (30) days from notification as selection or as soon thereafter as possible to be held at a time and place convenient to the parties.

JURISDICTION. The Arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement, and shall have no power to add to, detract from, or alter in any way, the provisions of this Agreement.

AWARD. In the event an Arbitrator finds on behalf of the member, the Arbitrator shall be limited to awarding those remedies which restore to the member the rights, privileges, leave, or

compensation which the member would otherwise have enjoyed had the Agreement been properly employed.

BINDING EFFECT. The finding of the Arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

ASSIGNMENT OF COSTS. All expenses involved in the arbitration proceedings shall be shared equally by the parties, except that any expenses involved in retraining counsel, the calling of witnesses, the obtaining of depositions, or other similar expenses associated with such proceedings shall be borne by the party at whose request such expense arose.

Section 8.2 The arbitrator shall have no power to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 8.3 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 8.4 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 8.5 The fees and expenses of the arbitrator and the cost the hearing room, if any, shall be shared equally. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 8.6 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 8.7 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 9

SICK TIME AND SICK TIME DONATION

Section 9.1 Bargaining unit employees shall earn sick leave at the rate of 4.6 hours for every 80 hours in active pay status. This includes those periods when an employee is using accumulated sick leave, holidays, vacation, compensatory time, or personal leave, but does not include time during a leave of absence or time in no-pay status.

Section 9.2 Sick leave shall be charged in minimum units of one (1) hour. Employees are charged for sick leave only for days when they would have otherwise been scheduled to work. Sick leave payment will not exceed the normal work day or work week earnings, or a maximum of 80 hours per pay period.

Section 9.3 Sick leave may be granted, upon proper application and approval by the Sheriff or his designee, for the following reasons:

- a. Illness of or injury to the employee or a member of the employee's immediate family. For purpose of the use of sick leave, immediate family shall be defined as spouse, child, grandparents, a parent or a ward, or other person for whom the employee stands in loco parentis.
- b. Medical, optical, psychological, psychiatric, or dental examinations of the employee, by a licensed practitioner, when such examination or examinations cannot be scheduled during non-working hours.
- c. Periods when the employee or a member of the employee's immediate family as defined in 9.3(a) hereof is afflicted with a contagious disease or requires care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

Section 9.4 Upon return to work from sick leave use, an employee shall fill out a form to state the sick leave absence was due to an illness or injury.

Section 9.5 When the use of sick leave is required to care for a member of the employee's immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 9.6 If medical attention is required, or if the employee is required by the other provisions of this Article to provide a medical statement, the employee shall, at the request of the employer, furnish a statement from a licensed medical provider on his or her letterhead, stating that the employee is medically able to return to work and perform his or her regular duties. Falsification of a medical statement or falsification of a reason for using sick leave will be grounds for discipline.

Section 9.7 When an employee is absent from work and using sick leave for a period of more than three (3) consecutive workdays, the employee shall, at the request of the employer, be required to submit a statement from the treating physician.

Section 9.8 When an employee is unable to report for work and wishes to use sick leave, the employee shall personally notify his supervisor or other designated person as soon as possible but not later than one (1) hour prior to the time that he is scheduled to work unless exigent circumstances prohibit such notification. An employee shall be required to report off each day that sick leave is used. Any lengthy absence due to an illness or injury shall not require a daily notification but the employee will be required to submit a medical statement advising the department of his scheduled return date. If it appears that the employee is unable to return on the scheduled date, the treating physician shall provide the employer with an alternate date of return.

Section 9.9 An employee who, after completion of eight (8) years' service with the Mahoning County Sheriff's Department dies, retires, or separates from the department in good standing, shall be entitled to receive payment in cash for thirty-five percent (35%), after ten (10) years completion increase payment to fifty percent (50%) and after completion of 15 years (60%) sixty

percent of the total accumulated but unused sick leave. Payment hereunder shall eliminate the accrued balance.

Section 9.10 An employee that reports off sick for their scheduled shift will have the option of using Accumulated Time (A/T), Vacation time, or Personal Time in lieu of using sick time. The employee must state if they are using sick time or Accumulated Time (A/T), Vacation Time, or Personal Time when the employee reports off for his assigned shift.

Section 9.11 Employees who have used all their earned sick leave may select to use all earned time provided in this Labor Agreement for the purpose of an extended sick leave of over three (3) days. The Employer may not deny the use of earned paid leave for any employee who provides proof of an extended illness or injury and an expected date of return.

Section 9.12 The Employer will discipline members for abuse or patterned use of sick leave.

Section 9.13 The parties meet and mutually agree to amend the terms of this section that could result in any deferred compensation program for health benefits or otherwise available retirement program utilizing benefit funds derived from this article.

ARTICLE 10 **HOURS OF WORK**

Section 10.1 Definitions.

A week shall be defined as seven (7) days.

A day shall be defined as twenty-four (24) hours.

A work week will consist of five (5) eight hour days of work.

A work day shall be eight (8) consecutive hours in a twenty-four (24) hour day.

Section 10.2 Ten Hour Workday

As an alternative work schedule, the Sheriff may cause the employees to work ten (10) hours a day for four (4) consecutive days, with three (3) consecutive days off. Overtime will apply for hours worked over a ten hour work day or a forty hour work week. As provided in this Agreement.

ARTICLE 11 **TRAINING TIME**

Section 11.1 When the Employer or his designee orders and authorizes training for bargaining unit employees, the employees shall be paid for such time spent in actual training. All reasonable expenses incurred by the employee in training shall be reimbursed, upon proper application therefore, by the County.

Section 11.2 When training is ordered by the Employer or his designee and attendance at such training requires that the employee attend outside of his regularly scheduled work week, the employee shall be compensated according to the overtime provisions of this contract. However,

the Employer shall maintain the right to reschedule employees to meet staffing needs upon thirty (30) day notice in advance of the training session. There shall be no call back time awarded for mandatory training.

Section 11.3 All information of job related schools shall be posted on designated department bulletin boards and available for review by all bargaining unit members. The name of the person or persons to contact for additional information on training shall also be posted in the same area.

Section 11.4 Members of the bargaining unit shall have equal opportunity to attend any training provided by the Employer.

ARTICLE 12 **SENIORITY**

Section 12.1 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment as a Telecommunications Operator with Mahoning County. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment. Seniority shall be measured in calendar days of employment with the Department.

Section 12.2 Time spent on sick leave, military leave, vacation leave, and other authorized paid leaves of absence shall not constitute a break in service, provided that the employee is properly reinstated. Time spent on unpaid leaves shall not be so counted.

Section 12.3 An employee's seniority shall be terminated when one or more of the following occur:

1. He resigns;
2. He is discharged for just cause;
3. He is laid off for a period of time exceeding twenty four (24) months;
4. He retires;
5. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
6. He becomes unable to perform his job duties and is unable to return to work upon the expiration of any leave applicable to him;
7. He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee recall notice;
8. Exceeds six (6) months in Supervisory position in the Department;
9. Any employee who is returned after the aforementioned break(s) in service will go to the bottom of the seniority list.

Section 12.4 Employees who are reinstated within twenty-four (24) months of layoff shall not lose their seniority; however, seniority shall NOT accrue for the time spent separate from service.

Section 12.5 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the largest number represented by the last three (3) digits in the social security number of the affected employee.

Section 12.6 The Employer shall post on or about January 7th of each year, on the department bulletin board, a seniority list. A copy of the list shall be provided to the President of the Union.

ARTICLE 13 **PROBATIONARY PERIOD**

Section 13.1 All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealed through any grievance or appeal procedure contained herein or to the State Personnel Board of Review.

Section 13.2 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Section 13.1 above.

Section 13.3 Probationary employees shall receive an evaluation every three (3) months. The evaluations will be reviewed with the member and the evaluator. Any counseling of the probationary employee shall not be considered a disciplinary procedure.

ARTICLE 14 **RULES AND REGULATIONS**

Section 14.1 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable policies, rules, and regulations, consistent with statutory authority, to regulate the conduct and work performances of employees.

Section 14.2 The Union agrees that its members shall comply with all Mahoning County policies, rules and regulations, general and special orders and memoranda, including those relating to conduct and work performance.

Section 14.3 The Employer's policies, rules, and regulations shall not violate any of the provisions of the Agreement.

Section 14.4 Any complaint involving a conflict between the terms of the Agreement and of policy, rules and regulations may be resolved through the Grievance Procedure.

Section 14.5 New department rules and regulations will be posted at each work location. All employees will read and initial that they understand the rule, regulation, memo, order, etc. within seven (7) working days. A copy shall be provided to the office of the Union for review prior to implementation. If the employee does not understand it he/she will seek an immediate supervisor to have it explained. If the immediate supervisor cannot explain it, the employee shall seek additional explanation to the next level of supervision.

ARTICLE 15 **DISCIPLINE**

Section 15.1 The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against an employee only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his/her oath of office. Assignments of personnel shall not be used for purposes of discipline.

Section 15.2 Except in extreme instances wherein an employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline will apply when a violation of the same nature occurs within one year of a previous violation. The steps of progressive disciplinary actions are outlined in departmental policy as follows:

- A. Documented Verbal Warning
- B. First Written Warning
- C. Written Warning of Suspension, Reduction, or Discharge
- D. Suspension, Reduction, or Discharge
- E. Bargaining Unit Members may use any of his/her accumulated (i.e. A/T time, vacation time, etc.) for ten (10) working days or less for the period of suspension. Such time used shall be at the employee's discretion. This does not waive any right of the employee to grieve the discipline imposed.

Section 15.3 Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be rescheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. The process of the pre-disciplinary hearings and notification of discipline, if any, shall be completed within forty-five (45) calendar days, from presentation to the employee of the written specifications of the charges. This forty-five (45) day period may be waived mutually by Employer/employee.

Section 15.4 Disciplinary hearings will be conducted by a neutral hearing administrator selected by the Employer. The employee may choose to:

- A. Appear at hearing and present oral or written statements.
- B. Appear at the hearing and have a chosen representative present oral or written statements in defense of the employee.
- C. Elect in writing to waive the opportunity to have a disciplinary hearing.

Section 15.5 At the disciplinary hearing the neutral hearing administrator will ask the employee or employee representative to respond to the allegations of misconduct as contained in the NOTICE OF HEARING which had been sent to the employee. The employee may present testimony, witnesses, documents which explained whether or not the alleged misconduct occurred.

The employee shall provide a list of witnesses and the name and occupation of the employee representative, if any, to the Employer as far in advance as possible, but no later than forty-eight (48) hours prior to the disciplinary hearing. It is the employee's responsibility to notify any witnesses of their attendance at the hearing. The employee will be permitted to confront and cross-examine the witnesses.

Section 15.6 A written report will be prepared by the neutral hearing administrator concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral hearing administrator's report will be provided to the employee within five (5) days following its preparation.

Section 15.7 Any employee under felony criminal indictment shall be placed on paid administrative leave not to exceed ninety (90) days. At the conclusion of the paid administrative leave time the employee will be placed on an unpaid leave of absence or may choose to exhaust any accumulated balances of A/T, personal, or vacation time available to the employee. Any employee found not guilty of a felony charge shall be made whole. Any employee found guilty or entering into any plea arrangement to a felony charge shall reimburse the county for any time spent on a paid administrative leave.

Section 15.8 A bargaining unit member who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statement, written reports and analyses and video tapes pertinent to the case that:

- A. Contain exculpatory information
- B. Are intended to support any disciplinary action, or
- C. Are to be introduced in the disciplinary hearing

An employee found innocent of charges shall be paid for all lost straight time hours and shall have all vacation or holiday time used restored to credit. The employee shall have the right to pay for own hospitalization and in the case of being found innocent, shall be reimbursed those costs.

ARTICLE 16 **LAYOFF AND RECALL**

Section 16.1 Where, because of lack of work, lack of funds, reorganization, or abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union or his designee no less than seven (7) days in advance of any such layoff, indicating how many employees will be affected and what department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

Section 16.2 Employees within affected job titles shall be laid off according to their relative departmental seniority with the least senior employees being laid off first, providing that all probationary and part-time employees within the affected job title(s) in the department are laid off first.

Section 16.3 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff.

Section 16.4 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

Section 16.5 Employee(s) scheduled for layoff shall be given a minimum of ten (10) days advance notice of layoff.

Section 16.6 Each notice of layoff shall contain the following information:

1. The reason for layoff or displacement;
2. The date of layoff or displacement becomes effective;
3. The employee's seniority date in the classification;
4. A statement advising the employee of the right to recall and reemployment

Section 16.7 In the event an employee refused recall to a classification other than that from which he was laid off, such employee shall lose recall rights for the original classification. If said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

Section 16.8 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the County may grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

Section 16.9 A laid off employee will be recalled to the first available job position within the bargaining unit that they may be qualified to perform in accordance with their seniority. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the County.

Section 16.10 Recall lists shall be kept current by the County and posted on the bulletin boards agreed to by the Union. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the County.

Section 16.11 No unpaid volunteers, contract employees, or any person not in the bargaining unit member's classification, shall work in the place of bargaining unit members while there are bargaining unit members on layoff status and eligible for recall.

ARTICLE 17
LABOR MANAGEMENT COMMITTEE

Section 17.1 To facilitate better communication and understanding between the Fraternal Order of Police, Ohio Labor Council, Inc., and the Mahoning County Commissioners, and for a discussion of rules, regulations and safety conditions, a Labor Management Committee is hereby established.

1. The committee will consist of no more than three (3) representatives of the bargaining unit. The Administration shall have no more than three (3) representatives at the meeting.
2. The Committee shall meet on a quarterly basis unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.
3. Meetings will be held at times and places mutually agreeable to the parties.
4. At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.
5. The County will respond in writing to the chairman of the committee the disposition of all issues discussed. The response shall be within ten (10) days after the meeting.

Section 17.2 The County agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to immediate supervisors, the employees shall prepare a supplemental report form indicating the specific unsafe condition or practice, in written form including the date of occurrence. It shall be the supervisor's responsibility to evaluate the unsafe condition and if necessary, contact his division commander who shall make the decision as to what should be done concerning the unsafe condition and leave a report for the Employer for the next work day. It shall further be the responsibility of the employees to care for all tools and equipment furnished by the County.

Section 17.3 Should the bargaining unit allege, in good faith, that the defective or unsafe condition complained of has not been resolved, they must present the complaint to the Labor Management Committee for review prior to instituting any grievance procedure. The Labor Management Committee shall have ten (10) days to review the matter and seek a resolution before issuing a report, unless the time is extended by mutual agreement of the parties. A copy of the report shall immediately be forwarded to the Employer.

ARTICLE 18
OHIO LABOR COUNCIL, F.O.P. ACTIVITIES

Section 18.1 The bargaining unit shall be represented by a committee of not more than three (3) members during the negotiation of this Agreement and any re-opener thereof.

Section 18.2 Members of the bargaining committee shall not experience a loss of pay should it be necessary that they be released from duty for the purpose of negotiating and servicing this Agreement or any re-opener or amendment thereof.

Section 18.3 Not more than three (3) bargaining unit employees designated in writing by the Union to the Employer shall be permitted a paid leave for the purpose of attending F.O.P. conferences or other activities. The aggregate leave for all such employees shall not exceed six (6) days annually. A request for such leave shall be submitted in writing by the Union to the Employer not less than 21 days in advance of the commencement date of the requested leave. The Employer may, with discretion, grant leave within the limits set forth herein if the request therefore is made less than 21 days in advance and should he be convinced that the request could not reasonably have been made 21 days prior to the requested leave.

ARTICLE 19 **OVERTIME**

Section 19.1 Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate as outlined in Article 33. All bargaining unit employees shall be compensated at such rate for all hours worked in excess of forty (40) hours in any work week. At the employee's option, the employee may be compensated with compensatory time, provided that the employee does not accumulate at any time more than four hundred eighty (480) hours of compensatory time in a six (6) month period. Employees shall use compensatory time by scheduling the same in accordance with the Fair Labor Standards Act and the rules promulgated thereunder. Employees must make a written request to use compensatory time at least twenty four (24) hours in advance. Requests will be handled on a first come, first serve basis. Seniority will prevail in the case of a conflict of time. No request for use of compensatory time may be made more than thirty (30) days in advance.

Section 19.2 All employees covered by this Agreement who are called out by a properly authorized person shall receive call pay of four (4) hours straight time when called for any reason. The Employee shall receive the call out pay as set forth herein, or the actual time worked, whichever is greater, at the overtime rate. Training shall not be included in call out pay, but all employees in training other than their regular schedule, shall receive overtime pay for all time spent in training.

Section 19.3 Upon prior written notice to, and approval of the Employer, employees may trade days. Such approval shall not be unreasonably denied. If the trade results in overtime being paid, the trade will be denied.

Section 19.4 When filling a shift vacancy when such vacancy occurs with less than eight (8) hours notice, the shift supervisor or dispatcher in charge communications officer calling out shall fill the shift by offering the overtime or a portion of the overtime to the dispatchers communications officers currently working at the time of the shift vacancy. He/she shall then offer the overtime or a portion of the overtime to the next oncoming shift dispatchers communications officers. The dispatchers communications officers working when the call out occurs with the most amount of time since working an overtime call out seniority shall first be offered the opportunity to work the overtime or a portion of the overtime. The oncoming dispatchers communications officers with the most amount of time since working an overtime call out seniority shall be offered the call out overtime opportunity when the oncoming shift is needed to fill the short notice call out.

The supervisor communications officer shall then offer the call out by a rotating list starting with the dispatchers communications officers working when the call out occurred and the dispatchers communications officers scheduled to work the oncoming shift.

The supervisors of each shift shall keep a list of when dispatchers they supervise have worked a call out overtime.

When calling dispatchers communications officers for an overtime call out with more than eight (8) hours notice, the dispatcher in charge communications officer doing the callout shall call dispatchers the communications officers at one (1) primary contact number specified by the dispatchers communications officers (pager, home number, cell phone, etc.) on the call out list. The dispatcher communications officers will have fifteen (15) minutes to respond to the call out and accept or refuse the overtime opportunity before the next dispatcher communications officer is offered the call out opportunity. Once a dispatcher communications officer has refused, a call out overtime opportunity shall be offered to the dispatcher communications officer next in rotation based on the list maintained by the shift supervisor dry erase board. If a dispatcher communications officer refuses a call out, it shall be marked, and credited, and posted as though they have worked the call out for the purposes of the overtime list dry erase board.

If an overtime shift occurs and it must be force covered due to no dispatchers communications officers accepting the overtime, the dispatcher communications officer working and the qualified dispatcher communications officer scheduled oncoming with the least amount of seniority shall be the dispatchers communications officer forced to cover the call out. If no communications officer is able to be reached to cover the second half of a forced shift, the communications officer forced for the first half shall stay for the entire shift. No communications officer shall be forced to work overtime on consecutive days.

When a call out occurs with more than eight (8) hours notice, it shall first be filled by the shift supervisor responsible for scheduling the call out by offering the call out to the dispatchers in order of the worked overtime list maintained by the supervisor. If a dispatcher refuses a call out it shall be marked and credited as though they have worked the call out for the purposes of the overtime list. In the event of posted overtime, the employee highest in seniority shall be approved for the posted shift. Posted vacancies that occur on consecutive days shall be granted to the next most senior employee, then revert back to seniority order for future postings, with consecutive days being the only exception.

Section 19.5 All bargaining unit members may submit a written application to the Director of 911 indicating their first and second preference for shift assignment, and designated days off for each shift. During the first full week in November and the first full week in May of each agreement year, where more than two (2) shifts are available, an employee may indicate additional preferences in order of priority.

1. The Director shall post a schedule of available shifts and days off during the application period for reference by employees.
2. Shift preference and days off shall be awarded on the basis of classification seniority within recognized divisions of the department.

3. Applications for shift preference shall be maintained on file until replaced during a subsequent application period as set forth in this section.
4. Should a shift vacancy occur within a given division, the vacant position shall be offered to the most senior employee assigned to that division, who had applied for but did not receive assignment to the shift or vacancy during the most previous application period.

Employees failing for any reason to timely submit a written application indicating their shift preference will be assigned to a shift designated by the Director. Applications must be received by the Director by the close of business (i.e. 4:00 pm) on the final day of the application period.

The Director shall post the amended work schedule for all employees at least fourteen (14) days in advance of its implementation. Such schedules shall be kept updated between application periods, which shall be made reasonably available for review by each employee upon request. The schedule to be implemented in January and July of each Agreement year shall be posted no later than the third Monday of that month.

ARTICLE 20 **HOLIDAYS**

Section 20.1 Each bargaining unit employee shall be entitled to eight (8) hours off with pay on the following holidays:

1. New Year's Day (January 1st)
2. Martin Luther King, Jr. Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday in September)
7. Columbus Day (2nd Monday in October)
8. Veteran's Day (November 11th)
9. Thanksgiving Day (4th Thursday in November)
10. Christmas Day (December 25th)

In addition, each bargaining unit employee WITH AT LEAST 6 MONTHS OF SERVICE shall receive three (3) personal holidays per year for each year of this Agreement. These personal days shall be taken within the contract year.

Section 20.2 Any bargaining unit employee who is required to work on any of the holidays set forth in Article 20, Section 01. hereof shall receive an hourly rate of pay which is 2½ times the employee's regular hourly rate of pay for all hours worked on said holiday.

Section 20.3 In order to receive holiday pay, an employee must work his regularly scheduled shift preceding and succeeding the holiday, unless the employee is off on regularly scheduled vacation leave. An employee who reports off sick on the holiday, without a physician's statement or certificate shall not be eligible for either sick leave pay or holiday pay. An employee who reports off sick on a holiday and who provides upon his return a physician's certificate shall be entitled to eight (8) hours of sick leave at the employee's regular rate.

Section 20.4 A holiday defined in Article 20, Section 01. hereof shall be the actual calendar holiday for employees on regular shifts. The holiday time shall apply to the tour of duty beginning at 11:00 p.m. on the day preceding the holiday shall be observed as the holiday. For those bargaining unit employees who are employed in administrative positions, a holiday shall be observed on the Friday before the holiday if the holiday falls on a Saturday; and a holiday shall be observed on the Monday after the holiday if the holiday falls on a Sunday.

Section 20.5 When a holiday established herein falls during a week in which an employee is on scheduled vacation, the employee shall not be charged for vacation leave for such holiday.

Section 20.6 Personal leave must be requested at least twenty four (24) hours in advance. Personal leave may be taken in one (1) hour increments. A Supervisor may approve leave with less notice in the case of an emergency. In any case the request will not be unreasonably denied.

ARTICLE 21 **VACATIONS**

Section 21.1 Each full-time member of the bargaining unit, after service of one (1) year, shall have earned, and will be due after the first year of service, eighty (80) hours of vacation leave with pay. One (1) year of service shall be computed as 2080 hours in active pay status. Each full-time bargaining unit employee shall be entitled to vacation leave annually with pay as follows:

Upon completion of:

1 through 5 completed years of service	80 hours
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Beginning years:

6 through 10 completed years of service	120 hours
11 through 15 completed years of service	160 hours
16 through 20 completed years of service or more years	200 hours
Starting 21 years of service	240 hours

At the completion of twenty-three (23) years of service, a member shall receive eight (8) hours of vacation each additional year.

Each full-time bargaining unit employee shall accrue vacation leave as follows for each eighty (80) hours in active pay status.

Those entitled to 80 hours of vacation leave	3.1 hours
Those entitled to 120 hours of vacation leave	4.6 hours
Those entitled to 160 hours of vacation leave	6.2 hours
Those entitled to 200 hours of vacation leave	7.7 hours
Those entitled to 240 hours of vacation leave	9.3 hours

Section 21.2 An employee with more than one (1) year of service who separates from his employment for any reason, shall be entitled to be paid for his accrued but unused vacation leave. Payment will be made at the employee's rate of pay at the time of separation. In the event of the death of an employee, payment as set forth herein shall be made to the a) surviving

spouse; b.) child or children of the deceased employee eighteen (18) years of age or older; or, c.) the father or mother of the deceased employee, preference being given in the order named. Letters testamentary, letters of administration, or a consent to transfer issued by the tax commissioner or his agent shall not first be required before payment is made to the estate of the deceased employee upon proper presentment of letters and a consent to transfer.

Section 21.3 During the life of this Agreement, the Employer shall post a vacation calendar and selection schedule in the department every December. Employees in the bargaining unit will be scheduled in seniority order to make all vacation selections with a forty-eighty (48) hour window in seniority order, prior to January 31st of the year following distribution, the dates on which during said year they prefer to use their accumulated vacation leave including the required forty (40) hour block. An employee may schedule by providing a signed proxy to the Union President at least 24 hours prior to the employee's scheduled selection period. An employee may also schedule via telephone during their selection period by calling the number designated on the posted vacation schedule. An employee shall not be permitted to schedule the use of more than the amount of vacation leave that may be accrued as of the commencement of his vacation. Further, if it appears that at the time of the commencement of the vacation leave sufficient balance does not exist to the credit of the employee, the Employer may adjust the employee's vacation schedule accordingly. Each employee shall be given the opportunity to request a first and second preference for the use of vacation leave. Subject to the staffing needs of the department, such request shall not be unreasonably denied. In the event that two or more employees within a division submit a request for the use of vacation leave for the same dates, and should the staffing needs of the department not permit, all such employee or employees with greater seniority shall be entitled to such vacation. Each employee will be expected to schedule a minimum forty (40) hour blocks of vacation by February 1 of each year. Single day vacation will be scheduled seven (7) days prior unless it could cause a hardship in the center. In the event that an employee submits a request for the use of vacation leave for the same day(s) that falls within another employee's forty (40) hour block, the employee with the forty (40) hour block shall be entitled to such leave.

Section 21.4 An employee may carry over up to forty (40) hours of accrued but unused vacation leave to the following year. Such carry over request must be submitted in writing by October 30th of each year and must be approved by the Employer. Such approval shall not be unreasonably denied. If an employee uses the forty (40) hour block and carries over forty (40) hours, this will cash out any unused vacation at current pay by December 1 of each year.

Section 21.5 Any bargaining unit employee who has successfully completed his probationary period shall have any prior service with Mahoning County tacked on to his departmental service for purposes of leave accrual.

ARTICLE 22

CLOTHING ALLOWANCE

Section 22.1 Each bargaining unit employee shall receive as and for a clothing and maintenance allowance of \$200 on or about April 1 and September 1.

Section 22.2 Payment of such allowance shall be in a lump sum and shall be issued on a separate warrant of the County Auditor.

ARTICLE 23
INJURED ON DUTY LEAVE

It is the policy of the Board of Mahoning County Commissioners to provide employees with Injured On-Duty Leave when injured in the course and scope of employment.

Section 23.1 When an employee is injured in the course and scope of employment and is off more than seven (7) days as a result of the injury, the employee shall be eligible for Injured On-Duty Leave. The employee shall be paid for all days from the date of injury until ninety (90) calendar days IMMEDIATELY after the injury. There shall be no loss of benefits provided by the County or any applicable labor agreement during the leave.

Section 23.2 To be eligible, the employee, when injured must:

1. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On-Duty Leave;
2. File for Worker's Compensation benefits with the Ohio Bureau of Worker's Compensation;
3. Furnish the County with a signed medical authorization for the claimed injury for the release of medical records;
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days; and,
5. Submit medical certification from the employee's physician of record specifying the extent of the injury, the recommended treatment, the employee's inability to return to work as a result of the injury, and an estimated date of return.

Section 23.3 The County reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the County at any time during the leave.

Section 23.4 Leave will be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) calendar days.

Section 23.5 If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, said leave shall cease and the employee will be required to reimburse the County for any amounts paid through this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.

Section 23.6 If the employee is not released by their physician at the end of the Injured On-Duty Leave, the employee will be placed on FMLA leave for a period not to exceed twelve (12) weeks.

Section 23.7 If the employee is unable to return to work or unwilling to return to work, the County, in conjunction with the Appointing Authority, will begin proceedings for Involuntary

Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.

Section 23.8 If at any time subsequent to the occupational injury the employee is released to return to work with restrictions, the employee must petition to Return to Work with Modified Duty through the County's Risk Manager. The Risk Manager will work with the employee, the union representative (if applicable), the rehabilitation vendor, the Department Head (or designee), and the Bureau of Workers' Compensation to establish the assignment. In no case will modified duty exceed ninety (90) days. Any case that needs to extend beyond 90 days will be reviewed by the Risk Manager and a decision in concert with the Department Head will be final. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions which have been established under the review of the employee's physician of record. In using this program, it is the expectation that at the end of the 30 days, the employee will be able to return to work without restrictions.

ARTICLE 24

CHILD CARE / MATERNITY LEAVE

Section 24.1 A permanent bargaining unit employee shall be granted, upon proper application, an unpaid maternity leave. This leave may be for a period of up to two (2) months; and, in any event shall not last beyond a date which is three (3) months after the date of birth, delivery or adoption. Nothing herein shall prevent the employee from requesting a medical leave of absence should the employee be unable for medical reasons to return to work within three (3) months after birth, delivery or adoption.

Section 24.2 An employee who wishes to request maternity leave shall do so in writing, and the writing shall be accompanied by a medical statement of the treating physician. The request shall indicate the expected commencement and termination dates of the leave. An employee who is unable to return to work on the projected termination date of the leave shall request an extension thereof, subject to the limitations imposed in Article 24, Section 01 hereof. The request shall be in writing, shall be accompanied by a medical statement justifying the extension of the leave, and shall be submitted for approval before the expiration of the additional leave. The request for an extension shall not be deemed to have been approved by the Department until the employee receives written notification of the approval.

Section 24.3 Should an employee be unable for medical reasons to return to work at the expiration of three (3) months after the birth, delivery or adoption, the employee may request an unpaid medical leave of absence. That request must be in writing and accompanied by a medical statement from the treating physician explaining the inability of the employee to return to work. Should the request for a medical leave of absence be approved, the employee must return at the expiration of the leave. The request for a leave of absence must include a projected date of return.

Section 24.4 Any leave granted hereunder shall be leave without pay. However, nothing herein shall prohibit the employee from using accumulated vacation, sick, or personal leave for the entire period of three (3) months or any part thereof.

ARTICLE 25
BEREAVEMENT LEAVE

Section 25.1 Each member of the bargaining unit shall be entitled to five (5) days of bereavement leave with full pay to attend the funeral of any of the following individuals: spouse, child or stepchild, parent, grandparents, sibling, in-law, or a ward of other person for whom the employee stands in loco parentis.

Section 25.2 Employees who require additional bereavement leave may apply for the use of accumulated but unused sick leave for such purposes.

ARTICLE 26
FAMILY AND MEDICAL LEAVE ACT

Section 26.1 The parties agree to be bound by the provisions of the Family Medical Leave Act of 1993, and any subsequent amendments to the act that become law.

Section 26.2 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with the Act.

Section 26.3 No employee shall lose seniority during the period of time off which is attributable to the Family Medical Leave Act.

Section 26.4 An employee shall not be required to use paid leave prior to the use of unpaid leave.

ARTICLE 27
SUBSTANCE TESTING AND ASSISTANCE

Section 27.1 Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. The Employer recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. The confidential nature of medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

Section 27.2 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 27.3 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the

employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the Employer specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 27.4 Upon findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an Employee Assistance Program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to initiate disciplinary action, pursuant to Article 15 of the Agreement. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee may utilize available family medical leave without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. For the purpose of this section, "periodic" shall mean not more than twelve (12) times per year, except that drug test may be performed at any time upon "reasonable suspicion" of drug use. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 27.5 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program or rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Any follow up tests recommended by the Substance Abuse professional treating the position are to be paid for by the employee. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

Section 27.6 No drug testing shall be conducted without the authorization of the Department Head or his designee. If the Employer orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drugs and alcohol testing shall be kept in the office of the Employer and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.

Section 27.7 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 27.8 Employees that purposely make false accusations pursuant to this section shall be subject to discipline any action pursuant to Article 15 of this Agreement. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

ARTICLE 28 **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Section 28.1 The employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. The Employer agrees to provide rehabilitation opportunities to employees who are first time drug and or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined pursuant to Article 15.

Section 28.2 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretions, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 28.3 This Article shall not operate to limit the Employer's right to discipline an employee pursuant to Article 15 of this Agreement for actions committed by the employee as a result of substance abuse or otherwise. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 29 **NOTICE OF SCHEDULE CHANGE**

Section 29.1 Each bargaining unit employee who is subject to a change in his schedule shall be personally notified of that fact not less than fourteen (14) days in advance of such changes; provided, however, that such a change may be made for emergency reasons with less than said notice. This right of the Employer to make an emergency change shall not be abused.

Section 29.2 Schedule changes made hereunder shall not be made for purposes of avoiding overtime.

ARTICLE 30 **MEDICAL INSURANCE**

Section 30.1 Hospitalization Coverage. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as RC. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise

determine the method of provision and coverage. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s). The Employer agrees that bargaining unit members will be provided with the same plan offerings as non-bargaining unit employees of the Board of Commissioners.

Section 30.2 Contributions Rates. The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage.

Eligible employees may elect single or family coverage, as may be applicable. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator as applicable.

ARTICLE 31
SUSPENSION OF AGREEMENT IN EMERGENCY

Section 31.1 In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Employer, all provisions of this Agreement may be suspended, except for those provisions establishing rate of compensation.

Section 31.2 Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of the suspension of the Agreement, and reimplementation of the Agreement will immediately begin.

Section 31.3 Once such disastrous or emergency event has ceased, there may be a grace period, not to exceed fourteen (14) days, in which all suspended terms of the Agreement shall be re-implemented.

ARTICLE 32
LUNCH AND BREAK TIME

Section 32.1 Bargaining unit members shall receive a fifteen (15) minute break in the first four (4) hours of his/her shift and another fifteen (15) minute break in the second four (4) hours of his/her shift.

Section 32.2 Bargaining unit members shall receive a thirty (30) minute paid lunch break. Such break may be taken away from the work place, at the discretion of the employee.

ARTICLE 33
WAGES

The parties agree to a two percent (2%) wage increase effective June 28, 2015.

<i>Year</i>	<i>0-4 Years</i>	<i>5-9 Years</i>	<i>10+ Years</i>
	\$14.03	\$16.83	\$17.55

ARTICLE 34
HEADINGS

Section 34.1 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 35
TOTAL AGREEMENT

Section 35.1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued at the discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE 36
OBLIGATION TO NEGOTIATE

Section 36.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 36.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 36.3 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 37
BILL OF RIGHTS

Section 37.1 Each employee who is a member of the bargaining unit shall be entitled during an interrogation or investigation to be represented by a Union representative.

Section 37.2 During an interrogation or investigation, the Department's questions shall be directed to the employee by not more than two (2) interrogators.

Section 37.3 Before an investigation commences, the employee shall be entitled to be informed of the nature of the investigation.

Section 37.4 Nothing herein shall be construed to restrict or abridge the rights guaranteed to the employee by the United States Constitution, the Ohio Constitution, or the common or statutory law of this State, whether civil or criminal.

ARTICLE 38
LIFE INSURANCE

Section 38.1 The County shall provide and maintain in full force and effect, by payment of the necessary premium, life insurance in an amount not less than fifty thousand dollars (\$50,000.00) for each employee.

ARTICLE 39
HEALTH AND SAFETY

Section 39.1 The Employer will provide safe, healthy working conditions for all employees. Employees accept the responsibility to operate and work with the Employer's tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer.

ARTICLE 40
MIDTERM DISPUTE RESOLUTION PROCEDURE

Section 40.1 The procedures contained in this article shall govern mid-contract term disputes arising between the F.O.P. and the Mahoning County Commissioners concerning proposed changes in terms and conditions of employment.

1. In the event the Employer makes or proposes to make any changes in wages, hours or terms and conditions of employment before the expiration of this agreement, either party may serve notice upon the other of its desire to negotiate such a change.
2. The parties shall continue in full force and effect all terms and conditions of this existing agreement unless and until a new or modified agreement is agreed upon or established by operation of this Article.

Section 40.2 At any time after the commencement of these mid-term negotiations, if either party believes that negotiations have reached an impasse, the parties shall submit their dispute to an agreed upon fact-finder by selecting from a list of seven (7) arbitrators provided by FMCS in accordance with this section and submit the dispute to fact-finding.

1. The list may be requested from FMCS by either party. Each party has the right to reject one list provided by FMCS in which event the rejecting party shall immediately ask FMCS and pay for a substitute list.
2. The fact-finder shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to fact-finding procedures. These rules apply except as modified by this Article.

3. Each party shall submit a written statement outlining its position on each of the unresolved issues and the language for insertion in the contract by which it proposes to resolve the impasse.
4. The fact-finder shall make a final recommendation as to all of the unresolved issues.
5. The following guidelines shall be applied by the fact-finder:
 - a. The fact-finder shall establish times and place of the hearing.
 - b. The fact-finder shall take into consideration the factors listed in Section 40.3(9) below.
 - c. The fact-finder may attempt mediation of the dispute at any time until a final recommendation is made.
 - d. The fact-finder shall transmit his/her recommendations to the employer and the union at the same time via U.S. Mail or by FAX.
 - e. Each party shall pay one-half the cost of the fact-finding procedure.
6. Not less than fourteen (14) days after the recommendations of the fact-finder are received by the parties, the legislative body by a three-fifths vote of its total membership and, in case of the union, the membership by a three-fifths vote of the total membership may reject the recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted. The existing collective bargaining agreement shall be deemed to be modified by incorporating the recommendations of the fact-finder, and all other issues tentatively agreed upon before the disputed issues were submitted to the fact-finder.

Section 40.3 If either the legislative body or the membership of the union rejects the recommendations, the parties may again attempt to reach a settlement of the issues still in dispute by further negotiations. Within fourteen (14) days of the vote by either party to reject the recommendations of the fact-finder, the parties shall submit any issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

1. The parties shall request a list of seven arbitrators from FMCS. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
2. The parties shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
3. The parties shall submit all unresolved issues to conciliation.
4. The conciliator may attempt mediation at any time until he/she issues his/her report.
5. The conciliator shall establish a time and place for the hearing.

6. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.
7. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 25.11 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.
8. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this Article.
9. After the hearing, the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
 - a. Past collectively bargained agreements between the parties.
 - b. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work.
 - c. The interests and welfare of the public; the ability of the public employer to finance and administer the resolution of the issues proposed and the effect of the adjustments on the normal standard of public service.
 - d. The lawful authority of the public employer.
 - e. The stipulations of the parties.
10. The Conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by FAX.
11. The parties shall each pay one-half the cost of the conciliation procedure.

Section 40.4 The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all previously negotiated agreements, shall constitute amendments to the collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute an amended collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

ARTICLE 41
ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 41.1 The procedures contained in this section shall govern disputes between the F.O.P. and the Mahoning County Commissioners concerning the termination of this agreement, the modification of this agreement or the negotiation of a successor agreement.

1. One hundred twenty (120) days before the expiration date of this agreement either party may serve notice upon the other that it desires to terminate, modify or negotiate a successor collective bargaining agreement.
2. Both parties shall bargain collectively with the other party for the purpose of modifying this agreement or negotiating a successor agreement.
3. The parties shall continue in full force and effect all terms and conditions of this existing agreement unless and until a new or modified agreement is agreed upon or established by operation of this section.

Section 41.2 Not later than thirty-one (31) days prior to the expiration of this agreement, if the parties have reached an impasse, the parties shall submit their dispute to a fact-finder agreed upon by selecting from a list of arbitrators provided by FMCS in accordance with the following procedure.

1. The list may be requested from FMCS by either party. Each party has the right to reject one list provided by FMCS in which event the rejecting party shall immediately ask FMCS and pay for a substitute list.
2. The fact-finder shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to fact-finding procedures. These rules apply except as modified by this Article.
3. Each party shall submit a written statement outlining its position on each of the unresolved issues and the language for insertion in the contract by which it proposes to resolve the impasse.
4. The fact-finder shall make a final recommendation as to all of the unresolved issues.
5. The following guidelines shall be applied by the fact-finder:
 - a. The fact-finder shall establish times and place of the hearing.
 - b. The fact-finder shall take into consideration the factors listed in Section 41.3(9) below.
 - c. The fact-finder may attempt mediation of the dispute at any time until a final recommendation is made.
 - d. The fact-finder shall transmit his/her recommendations to the employer and the union at the same time via U.S. Mail or by FAX.

- e. Each party shall pay one-half the cost of the fact-finding procedure.
6. Not less than fourteen (14) days after the recommendations of the fact-finder are received by the parties, the legislative body by a three-fifths vote of its total membership and, in case of the union, the membership by a three-fifths vote of the total membership may reject the recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted. The existing collective bargaining agreement shall be deemed to be modified by incorporating the recommendations of the fact-finder, and all other issues tentatively agreed upon before the disputed issues were submitted to the fact-finder.

Section 41.3 If either the legislative body or the membership of the union rejects the recommendations, the parties may again attempt to reach a settlement of the issues still in dispute by further negotiations. Within fourteen (14) days of the vote by either party to reject the recommendations of the fact-finder, the parties shall submit any issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

1. The parties shall request a list of seven arbitrators from FMCS.
2. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
3. The parties shall submit all unresolved issues to conciliation.
4. The conciliator may attempt mediation at any time until he/she issues his/her report.
5. The conciliator shall establish a time and place for the hearing.
6. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.
7. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 25.11 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.
8. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this Article.
9. After the hearing, the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
 - a. Past collectively bargained agreements between the parties.
 - b. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work.

- c. The interests and welfare of the public; the ability of the public employer to finance and administer the resolution of the issues proposed and the effect of the adjustments on the normal standard of public service.
 - d. The lawful authority of the public employer.
 - e. The stipulations of the parties.
10. The Conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by FAX.
11. The parties shall each pay one-half the cost of the conciliation procedure.

Section 41.4 The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all previously negotiated agreements, shall constitute amendments to the collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute an amended collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

ARTICLE 42 **DURATION**

Section 42.1 This Agreement shall become effective at 12:01 a.m. on June 30, 2015, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight June 29, 2016.

ARTICLE 43 **PERSONNEL FILES**

Section 43.1 Personnel Files The Mahoning County Sheriff shall maintain the only personnel files of the bargaining unit members. No other file shall be kept or used for the purpose of reference to any action for discipline of the member, or evaluation. Any member of the bargaining units shall be permitted to review his or her personnel file. Upon request, the bargaining unit members shall have a copy of any material placed in his or her official file. A copy shall be provided to the employee of any material placed in the employee's personnel file.

Should a Bargaining Unit Member upon review of his or her file, read/observe material of an adverse nature, said Bargaining Unit Member may provide a written and signed comment in response to said adverse material. Such comment shall remain in the Bargaining Unit Member's file so long as the adverse material remains.

When a Bargaining Unit Member, is charged with or is under investigation of violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the Bargaining Unit Member's name and extent of the

disciplinary action taken or contemplated until such time as a final departmental ruling has been made and served on the Bargaining Unit Member.

Any confidential investigative report relative to said Bargaining Unit Member shall not be required to be placed in the member's personnel file. A member will be present if any person requests to review his or her personnel file.

To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files. Current case law holds that law enforcement personnel photographs are not public record; therefore the Employer is not permitted to release employee's photos and/or personal information to the media nor to any persons pursuant to a public records request. The Sheriff will not release any member's photograph for public view.

ARTICLE 44 **INDEMNIFICATION**

Section 44.1 The Employer shall provide for all Bargaining Unit Members the defense and indemnification required by the Ohio Revised Code as it is now enacted, or as it may hereafter be amended.

ARTICLE 45 **HOSTAGE LEAVE**

Section 45.1 Members who were taken as a hostage, shall receive a five (5) day leave, not deducted from any accumulated leave in this agreement, and such leave shall be on the member's regular scheduled days of work. The member may have an extended leave, as provided in the "Injured on Duty" Article 23, provided a medical report supports the need to have more time off for the purpose of recuperation. The member shall provide a physician's statement stating the approximate time he may return to his normal duties.

ARTICLE 46 **SPOUSE BENEFIT**

Section 46.1 A spouse or dependent child, providing there is no spouse, of any member who is killed in the performance of his duties shall receive the bi-weekly wages and medical benefits of the member. This benefit shall be paid for a period of one (1) year from the date of the fatality, unless the spouse remarries, at which time the benefits are stopped.

The one (1) year of medical benefits coverage will be paid by the Sheriff's office under the Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit provisions. To be eligible for COBRA coverage, the employee must have been enrolled in the employer's health plan upon the occurrence of the qualifying event that would cause loss of health care coverage. Such coverage will require the spouse or dependent child(ren) to actively elect COBRA continuation coverage at the time coverage would normally end. Failure on the part of the spouse or dependent child(ren) to enroll in COBRA may jeopardize future benefits they would be entitled to under COBRA after the twelve months has ended.

ARTICLE 47
JURY DUTY

Section 47.1 If a member is subpoenaed to jury service, he shall be considered to be on paid leave for such period and shall not be required to work on his normal scheduled shift.

ARTICLE 48
CRITICAL INCIDENTS

Section 48.1 For the purpose of this Article a Critical Incident shall be defined as:

Any event that occurs that has the ability to overpower the Bargaining Unit Member's ability to cope mentally, physically, or emotionally with the effects of the incident. Some examples of Critical Incidents are (but not limited to):

Any line of duty death, officer involved in a shooting, physical assault, hostage situations, suicides, sudden or unexpected death of an employee or family member, child fatalities, or mass casualty incidents.

Section 48.2 The Employer and the Union agree that within ninety (90) days of the execution of this Agreement the parties shall jointly put into effect a policy on dealing with Critical Incidents. The parties agree that this policy will be the product of joint labor/management meetings conducted at times and locations mutually agreed to by and between the parties and that all elements of the policy must be agreed upon by both the Employer and the Union before any part of the policy may be implemented.

The parties also agree that this policy may be modified/changed from time to time as new information becomes available and that all changes/modifications to the policy must be in writing and agreed to by both parties prior to implementation of the change/modification.

Section 48.3 The Employer and the Union agree that when a Critical Incident occurs, every effort will be made to involve the F.O.P. Critical Incident Response Service (C.I.R.S.) in dealing with the incident. The Union understands and agrees that utilization of (C.I.R.S.) will be without cost to the Employer. The Employer understands and agrees any/all other cost(s) related to referral of the Bargaining Unit Member in his/her recovery from the Critical Incidents that are covered by the Employer's medical insurance coverage, workers compensation, retirement system, shall be paid by the Employer.

ARTICLE 49
SAFETY AND HEALTH

Section 49.1 The Employer shall make reasonable attempts to maintain a safe and healthful workplace and comply with applicable safety laws, rules and regulations.

Section 49.2 Occupational safety and health is the mutual concern of the Employer and the Union, in this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules, and regulations.

Section 49.3 Employees shall follow all departmental safety rules, regulations, and methods.

Section 49.4 Employees will promptly report to their immediate Supervisor conditions alleged to be unsafe. The Supervisor will investigate the report and correct any condition to be found unsafe, if possible.

Section 49.5 Safety and health matters of mutual concern will be addressed at Labor-Management Conferences. If an issue is not resolved to the satisfaction of the Union at the Labor-Management Conference, it may be grieved.

EXECUTION

In witness whereof, the parties hereto have caused this Agreement to be duly executed this ___ day of September 18, 2015.

FOR THE EMPLOYER:

[Signature]

[Signature]

FOR THE UNION:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

APPENDIX A

NOTICE OF BUMPING

Employee Name: _____

Employee Classification: _____

Department: _____

I hereby give notice of bumping and wish to exercise my bumping rights in accordance with Article _____ of the Collective Bargaining Agreement in order to bump into the classification of _____. I understand that this notice must be given within five (5) working days of my receipt of my layoff notice.

Employee Signature _____

_____ Date

Received by: _____

Date: _____

APPENDIX B

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy.
7. The cost of the arbitrator will be paid by the losing party.